

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**NOTICE OF REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on January 3, 2013, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Procedures Order”) authorizing the Debtors to implement expedited procedures for the rejection of one or more executory contracts and unexpired leases in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). A copy of the Procedures Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, the Debtors hereby provide notice of the intent to reject the contracts and leases identified below.

PLEASE TAKE FURTHER NOTICE that, objections, if any, to this Notice must be filed with the Court and served so that it is actually received by the following parties not less than fourteen (14) days after the date this Notice is filed: (i) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Lorenzo Marinuzzi and Samantha Martin); (ii) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Brian S. Masumoto, Esq.); (iii) counsel to the Creditors’ Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, (Attn: Kenneth H. Eckstein and Douglas H. Mannal); and (iv) counsel to Ally Financial, Inc., Kirkland & Ellis, 601 Lexington Avenue, New York, New York 10022 (Attn: Ray C. Schrock, Stephen E. Hessler, and Craig A. Bruens) (the “Objection Notice Parties”).

PLEASE TAKE FURTHER NOTICE that, if no written objection is filed and served in accordance with the terms of the Procedures Order, the following contracts and leases will be rejected pursuant to 11 U.S.C. § 365(a), effective as of the date set forth in the chart below, or, if no such date is set forth, the date this Notice is filed with the Court; provided, however, that the effective date of the rejection of a contract or lease shall not occur until the later of: (i) the date the Debtors file and serve this Notice; (ii) the date the Debtors surrender the premises under a lease for non-residential real property, if applicable, by notifying the affected landlord in writing of the Debtors’ surrender of the premises and turning over the keys, key

codes and security codes, if any, to the affected landlord, and (iii) the Collection Deadline,¹ if applicable, expires (the “Rejection Date”).

PLEASE TAKE FURTHER NOTICE that, if an objection to this Notice is timely filed and received, and not withdrawn or otherwise resolved, the Debtors shall schedule a hearing on such objection and provide at least seven (7) calendar days’ notice of such hearing to the objecting party and the Objection Notice Parties. If the Court ultimately upholds the Debtors’ determination to reject the applicable contract or lease, then the contract or lease shall be deemed rejected (i) as of the Rejection Date, or (ii) as otherwise determined by the Court as set forth in any order overruling such objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, for any claim that you may assert against the Debtors as a result of the rejection of any contract or lease, you must submit a proof of claim for damages arising from such rejection, if any, to Kurtzman Carson Consultants,² the Court-approved claims processing agent, on or before the later of (i) the deadline for filing proofs of claim established by the Court in the Chapter 11 Cases or (ii) forty-five (45) days after the filing of this Notice. A proof of claim form will be available at www.kccllc.net. If you do not timely file such proof of claim, you shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced lease or contract.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtor has deposited funds with a contract or lease counterparty as a security deposit or other arrangement, the counterparty may not set off or otherwise use such deposit without the prior authority of the Court or agreement between the counterparty and the Debtors.

New York, New York
Dated: July 12, 2013

/s/ Lorenzo Marinuzzi
Gary S. Lee
Lorenzo Marinuzzi
Samantha Martin
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel to the Debtors and
Debtors in Possession*

¹ If the Debtors indicate herein their intention to abandon personal property that is (i) subject to a true lease, and (ii) located at a premises that is the subject of this Notice, the automatic stay shall be deemed modified to permit the respective personal property lessor to retrieve such abandoned property within seven (7) days of the date following the filing of this Notice (the “Collection Deadline”).

² Claims should be sent to the following address:

ResCap Claims Processing Center, c/o KCC
2335 Alaska Ave.
El Segundo, CA 90245

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
1	GMAC Mortgage, LLC	AirMagnet	AirMagnet Inc. 2575 Augustine Dr. Santa Clara, CA 95054	Software License Agreement	July 12, 2013
2	GMAC Mortgage, LLC	Ajilon LLC d/b/a Ajilon Consulting	210 W Pennsylvania Avenue, Suite 500 Towson, MD 21204	Professional Services Agreement	July 12, 2013
3	Residential Funding Company, LLC	Analysts International	3601 West 76th Street Suite 600 Attn: General Counsel Minneapolis, MN 55437	Work Order	July 12, 2013
4	Residential Funding Company, LLC	Ark-la-tex Financial Services LLC	5160 Tennyson Parkway, Suite 2000 W Plano, TX 75025	Vendor Agreement or Statement of Work	July 12, 2013
5	GMAC-RFC	Bank One, National Association (Chicago)	1 N State Street Floor 9 Chicago, IL 60602-3302	Processing Instructions, dated July 3, 2003	July 12, 2013
6	GMAC-RFC	Bank One, National Association (Chicago)	1 N State Street Floor 9 Chicago, IL 60602-3302	Contract regarding funds transfer services, dated August 15, 2000	July 12, 2013
7	GMAC-RFC	Bank One, National Association (Chicago)	1 N State Street Floor 9 Chicago, IL 60602-3302	Contract regarding funds transfer services, dated August 15, 2000	July 12, 2013
8	GMAC-RFC	BillMatrix Corporation	Fiserv Attn: BillMatrix PO Box 2994 Phoenix, AZ 85062 contact@BillMatrix.com	Agreement to comply with Gramm-Leach Bliley Act Safeguards Rule	July 12, 2013
9	Residential Funding Company, LLC	Blu Consulting, Inc.	10503 Great Plains Lane, Houston Texas, 77064	Contractor Agreement	July 12, 2013
10	GMAC Mortgage, LLC	Caddo Parish Clerk of Court	501 Texas Street Room 103 Shreveport, LA 71101	Mortgage Operations, Document Retrieval Services	July 12, 2013

³ This chart identifies each debtor only by its current name. To the extent a contract was executed by Residential Capital Corporation, GMAC Mortgage Corporation, or Residential Funding Corporation, the Debtor will be identified here as Residential Capital, LLC, GMAC Mortgage, LLC, or Residential Funding Company, LLC, respectively.

⁴ For the avoidance of doubt, rejection of an addendum, amendment or a statement of work constitutes rejection of the entire agreement.

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
11	GMAC Mortgage, LLC	Canon USA, Inc.	100 Park Boulevard Itasca, IL 60143	Agreement regarding digital copiers	July 12, 2013
12	GMAC Mortgage, LLC	Canon USA, Inc.	100 Park Boulevard Itasca, IL 60143	Agreement regarding office equipment rentals	July 12, 2013
13	Residential Capital, LLC	Check Point Software Technologies Ltd.	300, 959 Skyway Rd, San Carlos, CA 94070	Addendum providing third-party usage rights to software	July 12, 2013
14	Residential Capital, LLC	Cue, Inc.	430 North First Avenue Minneapolis, MN 55401	Vendor Agreement or Statement of Work	July 12, 2013
15	GMAC Mortgage, LLC	Cyberspace Communications Incorporated	1726 S. Kelly Avenue Edmond, OK 73013	Cyberspace Communications Agreement	July 12, 2013
16	Residential Funding Company, LLC	DBI Consulting, Inc.	6200 Shingle Creek Pkwy, Suite 400 Minneapolis, MN 55430-2169	Amendment to Master Service Agreement Work Orders	July 12, 2013
17	GMAC-RFC	Del Mar Database Professional Services	6165 Greenwich Drive, Suite 200 San Diego, CA 92122	Agreement to comply with Gramm-Leach Bliley Act Safeguards Rule	July 12, 2013
18	Residential Funding Company, LLC	Del Mar Database Professional Services	6165 Greenwich Drive, Suite 200 San Diego, CA 92122	Agreement to comply with Gramm-Leach Bliley Act Safeguards Rule	July 12, 2013
19	Residential Funding Company, LLC	Dernickel, Inc	7412 Concerto Curv Ne Minneapolis, Minnesota 55432-3205 info@dernickel.com (763) 780-2258	Vendor Agreement or Statement of Work	July 12, 2013
20	GMAC Mortgage, LLC	Double-Take Software, Inc.	15300 Barranca Parkway, Irvine, CA 92618	Software License Agreement	July 12, 2013
21	Residential Funding Company, LLC	Dyck-O'Neal Inc	15301 Spectrum Dr Suite 550 Addison, TX 75001-4622	Master Agreement, effective 6/1/1996	July 12, 2013
22	Residential Funding Company, LLC	Dyck-O'Neal Inc	15301 Spectrum Dr Suite 550 Addison, TX 75001-4622	Sub-Agreement, effective 9/13/2004	July 12, 2013
23	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- Incident Management Support, dated March 15, 2004	July 12, 2013

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
24	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- BRM Altiris Support, dated May 27, 2005	July 12, 2013
25	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- technical assistance support, dated November 3, 2004	July 12, 2013
26	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- Software Implementation, dated April 2, 2006	July 12, 2013
27	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- Service Scripting, dated February 28, 2005	July 12, 2013
28	Residential Funding Company, LLC	Electronic Data Systems Corporation	4 Walnut Grove Dr. Horsham, PA 19044	Transaction Agreement- ODM Mobility Support Services, dated May 1, 2005	July 12, 2013
29	GMAC Mortgage, LLC	Epic Research Marketing, LLC	300 Rockland Road Montchanin, DE 19710	Amendment 1 to Non-Disclosure	July 12, 2013
30	Residential Funding Company, LLC	Equifax	P.O. Box 105835 Atlanta, GA 30348-5835	Service Agreement, dated July 1, 2001	July 12, 2013
31	GMAC Mortgage, LLC	GBH Communications, Inc.	540 West Colorado Street Glendale, CA 91204	Audio and Video Communication Equipment	July 12, 2013
32	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work to Master Service Agreement	July 12, 2013
33	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work-Change Order, dated March 24, 2008	July 12, 2013
34	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work-Direct Sourcing for Foreclosure and Bankruptcy, dated January 12, 2007	July 12, 2013
35	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work-Change Order, dated April 18, 2007	July 12, 2013

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
36	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work-Direct Sourcing for Foreclosure and Bankruptcy, dated January 12, 2007	July 12, 2013
37	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Statement of Work-Change Order dated, December 3, 2007	July 12, 2013
38	GMAC Mortgage, LLC	Harmon Law Offices	150 California Street Newton, MA 02458	Amendment to Master Service Agreement, dated March 21, 2007	July 12, 2013
39	Residential Funding Company, LLC	JP Morgan Chase Bank, NA	PO Box 26040 New York, NY 10087-6040	Agreement to Comply with Gramm-Leach Bliley Act Safeguards Rule, dated May 24, 2004	July 12, 2013
40	GMAC Mortgage, LLC	JPMorgan Chase Bank, N.A.	PO Box 26040 New York, NY 10087-6040	Amendment 1, dated March 27, 2002	July 12, 2013
41	GMAC Mortgage, LLC	MortgageHub.com, Inc.	200 Lakeside Drive Suite 228 Horsham, PA 19044	Statement of Work for Consulting Services	July 12, 2013
42	GMAC Mortgage, LLC	MortgageHub.com, Inc.	200 Lakeside Drive Suite 228 Horsham, PA 19044	Custom Order for Consulting Services	July 12, 2013
43	GMAC Mortgage, LLC	MortgageHub.com, Inc.	200 Lakeside Drive Suite 228 Horsham, PA 19044	Master Software License and Website Development, Hosting, and Maintenance Agreement	July 12, 2013
44	GMAC Mortgage, LLC	MortgageHub.com, Inc.	200 Lakeside Drive Suite 228 Horsham, PA 19044	CO #2 for Staffing Change	July 12, 2013
45	GMAC Mortgage, LLC	MortgageHub.com, Inc.	200 Lakeside Drive, Suite 228 Horsham, PA 19044	Master Software License and Web Site Development, Hosting, and Maintenance Agreement	July 12, 2013
46	Residential Funding Company, LLC	PGP Corporation	Dept LA 22526, Pasadena, CA 91185	Master Software License Agreement	July 12, 2013

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
47	GMAC Mortgage, LLC	Protocol Services, Inc.	1751 Lake Cook Road, Suite 400 Deerfield, IL 60015 203-222-7331	Master Service Agreement	July 12, 2013
48	GMAC Mortgage, LLC	Protocol Services, Inc.	1751 Lake Cook Road, Suite 400 Deerfield, IL 60015 203-222-7331	Call Center Assistance	July 12, 2013
49	GMAC Mortgage, LLC	Protocol Services, Inc.	1751 Lake Cook Road, Suite 400 Deerfield, IL 60015 203-222-7331	Statement of Work- Call Center Assistance	July 12, 2013
50	GMAC Mortgage, LLC	Recall Secure Destruction Service Inc.	015111 Collections Center Drive Chicago, IL 60693	Vendor Agreement or Statement of Work	July 12, 2013
51	GMAC-RFC	Routh Crabtree Olsen PS	3535 Factoria Blvd SE Bellevue, WA 98006-1290	Data Security and Privacy Terms	July 12, 2013
52	GMAC Mortgage, LLC	SASCO	2750 Moore Avenue Fulleton, CA 92883	Agreement regarding electrical work	July 12, 2013
53	GMAC-RFC	Super Solutions Corporation	10340 Viking Dr Suite 150 Eden Prairie, MN 55344-7200	Software License and Maintenance Agreement	July 12, 2013
54	GMAC Mortgage, LLC	The First American Corporation	1 First American Way Santa Ana, CA 92707	Vendor Agreement or Statement of Work	July 12, 2013
55	GMAC Mortgage, LLC	The First American Corporation	1 First American Way Santa Ana, CA 92707	Vendor Agreement or Statement of Work	July 12, 2013
56	GMAC Mortgage, LLC	The First American Corporation	1 First American Way Santa Ana, CA 92707	Vendor Agreement or Statement of Work	July 12, 2013
57	Residential Funding Company, LLC	Tivoli Systems Inc.	9441 Capital of Texas Highway, North Arboretum Plaza One, Suite 500 Austin, TX 78759	End user software license agreement	July 12, 2013
58	Residential Funding Company, LLC	U S West Communications (n/k/a Qwest Corporation)	100 CenturyLink Drive Monroe, Louisiana 71203	Addendum to modify agreement and pricing	July 12, 2013
59	Residential Funding Company, LLC	U S West Communications (n/k/a Qwest Corporation)	100 CenturyLink Drive Monroe, Louisiana 71203	Addendum to modify underlying agreement regarding connectivity costs	July 12, 2013

	Debtor³	Contract/Lease Counterparty Name	Address/ Contact Info	Description of Contract/Lease⁴	Effective Date of Rejection
60	GMAC Mortgage, LLC	XEROX Commercial Solutions, Inc.	PO Box 201322 Dallas, TX 75320-1322	Change Order Statement of Work for consumer lending	July 12, 2013
61	GMAC Mortgage, LLC	XEROX Commercial Solutions, Inc.	PO Box 201322 Dallas, TX 75320-1322	Contract for loss mitigation fulfillment processing, dated December 1, 2011	July 12, 2013
62	GMAC Mortgage, LLC	XEROX Commercial Solutions, Inc.	PO Box 201322 Dallas, TX 75320-1322	Contract for services related to quality assurance	July 12, 2013
63	GMAC Mortgage, LLC	XEROX Commercial Solutions, Inc.	PO Box 201322 Dallas, TX 75320-1322	Contract for Default Servicing	July 12, 2013
64	GMAC Mortgage, LLC	XEROX Commercial Solutions, Inc.	PO Box 201322 Dallas, TX 75320-1322	Change Order #3, dated March 29, 2010	July 12, 2013